

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

STATE FARM FIRE AND CASUALTY
COMPANY,

Plaintiff,

v.

GERALD SANDUSKY, in his individual
capacity and his official capacity for The Second
Mile, and DOROTHY SANDUSKY,

Defendants.

CIVIL ACTION

No. 4-12 -CV-1397-YK

**CONSENT ORDER AND STIPULATION OF DISMISSAL PURSUANT TO FEDERAL
RULE OF CIVIL PROCEDURE 41 (a)**

WHEREAS, State Farm Fire and Casualty Company ("State Farm") issued to Gerald Sandusky and Dorothy Sandusky certain homeowners insurance policies; and

WHEREAS, the parties are unaware of any other policies other than the homeowners insurance policies issued by State Farm to Gerald Sandusky and/or Dorothy Sandusky; and

WHEREAS, Gerald Sandusky tendered to State Farm the defense of criminal and civil actions against him including: *John Doe A v. The Second Mile, et al.*, No. 02968, November Term, 2011, filed in the Pennsylvania Court of Common Pleas for Philadelphia County; *Commonwealth of Pennsylvania v. Gerald A. Sandusky*, Court of Common Pleas of Centre County, Docket Number CP-14-CR-0002421-201; *Commonwealth of Pennsylvania v. Gerald A. Sandusky*, Court of Common Pleas of Centre County, Docket Number CP-14-CR-0002422-201 (hereinafter referred to as the Underlying Claims); and

WHEREAS, State Farm denied coverage for the aforementioned criminal action but accepted defense of the *John Doe A* civil action under a reservation of rights; and

WHEREAS, State Farm filed this declaratory judgment action against Gerald Sandusky and Dorothy Sandusky; and

WHEREAS, no criminal or civil action has been filed against Dorothy Sandusky and she has made no claim under the State Farm policies; and

WHEREAS, Gerald Sandusky has already withdrawn his tender of any existing claims and advised State Farm that it has no further obligations in connection with those claims; and

WHEREAS, State Farm has, in fact, withdrawn from its defense of the previously tendered cases; and

WHEREAS, Gerald Sandusky, Dorothy Sandusky and State Farm agree that State Farm has no obligation to provide a defense to or indemnify Gerald Sandusky for the aforementioned claims; and

WHEREAS, Gerald Sandusky has no intention to tender to State Farm any future claims similar to the claims involving alleged sexual misconduct that he previously tendered.

IT IS HEREBY STIPULATED AND AGREED THAT:

1. State Farm does not have any obligation to provide a defense to or to indemnify Gerald Sandusky for the Underlying Claims or any and all other claims and/or demands at law or in equity arising from and/or in any way related to any sexual conduct, or any inappropriate physical contact or mental coercion of any person, alleged or actual, by Gerald Sandusky.

2. All rights and obligations under the homeowners insurance policies State Farm issued to Gerald Sandusky and Dorothy Sandusky unrelated to the aforementioned claims against Gerald Sandusky remain in full force and effect.

3. Dorothy Sandusky reserves all rights against State Farm concerning all claims, including the right to tender to State Farm and seek a defense and indemnity from State Farm for any pending or future claims that may be asserted against her of any sort or description.

4. Nothing herein will be construed so as to affect Gerald Sandusky's or Dorothy Sandusky's rights under policies not issued by State Farm and/or under policies that are not homeowner's policies.

5. Pursuant to Federal Rule of Civil Procedure 41 (a), the above-captioned action is **DISMISSED** with prejudice and without costs against any party.

Gerald A. Sandusky
Gerald Sandusky

Dated: 1/9/13

State Farm Fire and Casualty Company

By: _____

Dated: _____

Dorothy Sandusky
Dorothy Sandusky

Dated: 1/9/13

Dated: _____

So Ordered:

s/Yvette Kane

Honorable Yvette Kane, Chief Judge
United States District Court
Middle District of Pennsylvania

3. Dorothy Sandusky reserves all rights against State Farm concerning all claims, including the right to tender to State Farm and seek a defense and indemnity from State Farm for any pending or future claims that may be asserted against her of any sort or description.

4. Nothing herein will be construed so as to affect Gerald Sandusky's or Dorothy Sandusky's rights under policies not issued by State Farm and/or under policies that are not homeowner's policies.

5. Pursuant to Federal Rule of Civil Procedure 41 (a), the above-captioned action is **DISMISSED** with prejudice and without costs against any party.

Gerald Sandusky

Dated: _____

State Farm Fire and Casualty Company

By: Steve Woods

Dated: 1-7-2013

Dorothy Sandusky

Dated: _____

Dated: 1-15-2013

So Ordered:

s/Yvette Kane

Honorable Yvette Kane, Chief Judge
United States District Court
Middle District of Pennsylvania